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Bay Area UASI PUBLIC SAFETY PREPAREDNESS SUMMIT



2021 SUMMIT SPONSORSHIP PROSPECTUS

The Bay Area Urban Areas Security Initiative (BAUASI) is proud to present the **2021 Public Safety Preparedness Summit**. This event will be one of the first opportunities in over 18 months for Bay Area public safety, emergency management, public information, alert and warning, community preparedness, and private sector partners to come together in-person. Kicking off with a region-wide exercise focused on critical transportation and logistics functions, the Summit includes a two-day seminar featuring mass notification topics with keynote speakers, panel discussions, training, networking, and sharing of best practices. Finally, Securing the Cities participants will perform hands-on drills demonstrating their ability to detect and identify radiation sources.

This three-day event involves more than 1,000 public safety professionals, private sector partners, and community preparedness representatives across the Bay Area, California and other U.S. jurisdictions in a collaborative, innovative, relationship rich environment. The two-day seminar component will engage attendees in partnership conversations identifying mass notification, public information, and alert & warning best practices, training community preparedness organizations, and building whole community resilience. Learn more at BayAreaUASI.org.

The Bay Area UASI continues to closely monitor COVID-19 and will implement necessary safety precautions in adherence with local and state public health guidelines at the 2021 Public Safety Preparedness Summit.

Golden Eagle • Mass Notification • Securing the Cities • Community Preparedness

SUMMIT DETAILS

Golden Eagle Exercise Observation | Bay Area Agency Locations
November 3, 2021 | 9:00 AM – 3:00 PM

Seminar and Training | Hyatt Regency - 5 Embarcadero Center, San Francisco, California
November 4-5, 2021 | 8:00 AM – 5:00 PM

Securing the Cities Drills Observation | Pier 38, San Francisco, California
November 5, 2021 | 8:00 AM – 5:00 PM

PLATINUM SPONSOR - \$10,000

Package includes:

- Recognition and signage at Summit Reception (Thursday November 4th 5:00 – 7:00pm)
 - Opportunity to welcome and address attendees of the Summit Reception
- Recognition and signage throughout the Seminar and Training on November 4-5, 2021 at the Hyatt Regency San Francisco
 - Announcement to all participants acknowledging sponsorship at the beginning, middle, and end of each day
- Prominently displayed logo (with links to sponsor website where feasible) on
 - Summit program
 - UASI website – Public Safety Preparedness Summit landing page
 - Registration site / conference app
 - Golden Eagle player handouts (estimated to include 1,000 participants)
 - Pier 38 banner (estimated 75 Securing the Cities drill participants)
 - Emails to Summit attendees and interested individuals on the distribution list
- Contact information provided to participants in post-Summit email and via the conference app
- Booth at Vendor Expo
- 30-minute presentation – sessions must be educational and provide participants with practical information they can use in their own jurisdictions and organizations, preferably highlighting a partnership and co-presented with a local public agency

GOLD SPONSOR- \$7,500

Package includes:

- Recognition and signage throughout the Seminar and Training on November 4-5, 2021 at the Hyatt Regency San Francisco
 - Announcement to all participants acknowledging sponsorship at the beginning, middle, and end of each day
- Prominently displayed logo (with links to sponsor website where feasible) on
 - Summit program
 - UASI website – Public Safety Preparedness Summit landing page
 - Registration site / conference app
 - Golden Eagle player handouts (estimated to include 1,000 participants)
 - Pier 38 banner (estimated 75 Securing the Cities drill participants)
 - Emails to Summit attendees and interested individuals on the distribution list
- Contact information provided to participants in post-Summit email and via the conference app
- Booth at Vendor Expo
- 15-minute presentation – sessions must be educational and provide participants with practical information they can use in their own jurisdictions and organizations, preferably highlighting a partnership and co-presented with a local public agency

SILVER SPONSOR- \$5,000

Package includes:

- Recognition and signage throughout the Seminar and Training on November 4-5, 2021 at the Hyatt Regency San Francisco
 - Announcement to all participants acknowledging sponsorship at the beginning, middle, and end of each day
- Logo (with links to sponsor website where feasible) on
 - Summit program
 - UASI website – Public Safety Preparedness Summit landing page
 - Registration site / conference app
 - Pier 38 banner (estimated 75 Securing the Cities drill participants)
 - Emails to Summit attendees and interested individuals on the distribution list
- Contact information provided to participants in post-Summit email and via the conference app
- Booth at Vendor Expo

BRONZE SPONSOR- \$3,000

Package includes:

- Logo included on signage throughout the Seminar and Training on November 4-5, 2021 at the Hyatt Regency San Francisco
- Logo (with links to sponsor website where feasible) on
 - Summit program
 - UASI website – Public Safety Preparedness Summit landing page
 - Registration site / conference app
 - Emails to Summit attendees and interested individuals on the distribution list
- Contact information provided to participants in post-Summit email and via the conference app
- Booth at Vendor Expo

PATRON SPONSOR- UNDER \$3,000

- Contact information provided to participants in post-Summit email and via the conference app

Thank you for your support of the 2021 Public Safety Preparedness Summit.

Please complete the enclosed Sponsor Application to confirm your preferred sponsorship level.





2021 | Bay Area UASI PUBLIC SAFETY PREPAREDNESS SUMMIT SUMMIT SPONSOR APPLICATION

Completion of this form indicates interest in becoming a sponsor to the 2021 Bay Area UASI Public Safety Preparedness Summit. Upon approval of this application, the designated Sponsorship coordinator, IEM, will issue a letter agreement to the Sponsor to confirm understanding and agreement of the attached 2021 Bay Area UASI Public Safety Preparedness Summit Corporate Sponsor Terms and Conditions.

The following information should be submitted via email to Brandy Welch at Brandy.Welch@iem.com. Questions may be directed to Brandy Welch at Brandy.Welch@iem.com or (310) 261-7899.

Sponsor Name of Corporation / Organization:

Sponsor Address:

Point of Contact Name:

Point of Contact Position Title:

Point of Contact Email Address:

Point of Contact Phone Number:

Desired Level of Sponsorship – Select One:

- ☐ Platinum Sponsor - \$10,000
- ☐ Gold Sponsor - \$7,500
- ☐ Silver Sponsor - \$5,000
- ☐ Bronze Sponsor - \$3,000
- ☐ Patron Sponsor – Under \$3,000





2021 Bay Area UASI PUBLIC SAFETY PREPAREDNESS SUMMIT

CORPORATE SPONSORSHIP TERMS AND CONDITIONS

1. AGREEMENT

These terms and conditions of sponsorship (the “Terms and Conditions”) are entered into by the Bay Area Urban Area Security Initiative (“BAUASI”) and the Sponsor (“Sponsor”), whose name is set forth on the above 2021 Bay Area UASI Public Safety Preparedness Summit Sponsor Application (the “Application”). Together, the Application and these Terms and Conditions (collectively, the “Agreement”) shall govern the performance of the Sponsor (the “Sponsorship”), as described further in this Agreement. Capitalized terms not otherwise defined in these Terms and Conditions shall have the meanings ascribed to them in the Application. Unless otherwise specifically noted, all references in these Terms and Conditions to paragraphs or sections will refer to the paragraphs and sections of these Terms and Conditions. BAUASI reserves the right to accept or refuse any Agreement or proposed Sponsorship, in its sole discretion. BAUASI reserves the right to adopt additional regulations and to modify these Terms and Conditions, as may be deemed necessary by BAUASI for the general success of the Event. Such modifications may include changes to the Terms and Conditions, rules and regulations stated herein, to the Agreement, and to all other written agreements, which may affect the parties hereto, all of which are made a part hereof as though fully incorporated herein and Sponsor agrees to be bound thereby.

2. PAYMENT & CANCELLATION POLICY

Full payment must be received prior to the event and per the signed Sponsorship Agreement to secure the Sponsorship. For invoice requests, payment is due within 30 days of invoice date. Contracts received less than 30 days prior to the Event must be paid in full at the time of contract submission. Without full payment, BAUASI cannot guarantee and will not reserve the Sponsorship for Sponsor. Sponsor may cancel only by giving written notice to BAUASI and complying with the terms hereof. If a Sponsor delivers written notice at least forty-five (45) days prior to the Event, BAUASI will provide a full refund of the Sponsorship fee. Any Sponsor who delivers notice of cancellation less than forty-five (45) days prior to the Event will receive a refund, if any, as described in Section 18, Termination, below. If the conference is cancelled due to Federal, State, or local regulations, exhibitors and/ or sponsors will receive a full refund to the extent that the funds are available to the BAUASI. Sponsorships are non-transferable.

3. TERM

The term of the Agreement shall commence on the date hereof and shall continue in full force and effect until the conclusion of the Event.

4. COMPLIANCE

Sponsor agrees to comply with all rules, regulations and policies of BAUASI, as currently in existence and as may be adopted hereafter by BAUASI.

5. SPONSORSHIP APPROVAL

All Sponsorship activities and promotions are subject to approval by BAUASI. BAUASI reserves the right to restrict, prohibit, or remove any activity, material, or promotion by Sponsor which, in its opinion and at its sole discretion, becomes objectionable for any reason and may detract from the general character of the Event. Such activities and promotions may include, but are not limited to, persons, objects, conduct, printed materials and anything which BAUASI determines to be objectionable. In no event shall BAUASI be liable for any expenses incurred as a result of such restriction, prohibition or removal.

6. CHOICE OF COMPANY LOGO

Upon Agreement, Sponsor may provide BAUASI with multiple versions of company logo. BAUASI will select the best version of company logo for the most effective collateral production.

7. SPONSORSHIP COMPANY RECOGNITION

A Sponsorship shall exist under one (1) corporate brand name only. Sponsorship cannot be shared between two (2) or more entities.

8. SPONSORSHIP MATERIALS

BAUASI retains complete control over the design of all materials produced to fulfill the Sponsorship. All materials, prepared by the Sponsor, used to advertise the Event shall remain the property of BAUASI. If the materials contain a BAUASI logo, the materials must also contain the following: (i) the Date of the Event; (ii) the name of the Event; and (iii) the BAUASI Event Logo provided by BAUASI specifically for the Event. Under no circumstance can Sponsor use a BAUASI Logo that is not specifically provided in connection with the sponsored Event. BAUASI hereby grants Sponsor a limited, royalty free, fully paid-up, non-exclusive, non-transferable, terminable right and privilege to use the specifically provided BAUASI Logo for the sole purpose of marketing the Event as described above. No other right, property, license, permission or interest of any kind in or to the use of any intellectual property rights of BAUASI is or is intended to be given to, transferred to, or acquired by Sponsor. Sponsor agrees to comply with the marking provisions of the trademark laws of the United States. Sponsor agrees that its use of the BAUASI Logo inures to the benefit of BAUASI and that Sponsor shall not acquire any rights as a result of this limited license. Any use of BAUASI's intellectual property that exceeds the limited license set forth above shall constitute a material breach of this Agreement.

9. VENDOR EXPO

- 9.1 Set-up and Removal. Exhibit set-up and removal must take place at specified times. Please email brandy.welch@iem.com for more details. Booth installation will not be permitted after the show opens, unless with written approval. Exhibits must be removed from the venue at a specified time. Exhibitors may not remove, dismantle or begin to pack materials/displays until given consent to do so.
- 9.2 Use of Exhibit Space. At least one (1) company representative must be present in the booth at all times during exhibition hours. Exhibitors may not reassign, sublet, or allow other companies to use the whole or a part of the space assigned by the BAUASI. Exhibitors may not display or advertise any goods or services not manufactured, distributed, or otherwise provided by the exhibiting company during the normal course of business. All displays, demonstrations, sales activities, etc., must be contained within the reserved booth space. Exhibitors may not impede traffic through the aisles. Only those companies exhibiting or sponsoring with BAUASI can promote their products or services and only in their assigned space. Representatives or organizations that have not been assigned an official exhibit booth space are prohibited from soliciting business and/or distributing promotional materials of any type inside or outside of the Venue, Exhibition Area, Conference Spaces or any other areas. Those caught doing so will be immediately asked to leave. Attendees may place orders with exhibitors for goods or services. The use of audio visual, sound, virtual reality, drone or other special effects equipment may not obstruct or otherwise interfere with adjacent booths and must be pre-approved in writing by BAUASI.
- 9.3 Weapons and Explosives. No weapons or explosives will be permitted for display in the exhibit hall.
- 9.4 No-Shows. Any exhibit space unoccupied by a specified date and time, unless mutually agreed upon in advance writing, may be regarded as a "no-show." The Sponsor will be deemed to have cancelled the Sponsorship Agreement and will receive no refund pursuant to Section 18 hereof. All freight will be removed from the Sponsor's booth and returned to the loading dock or freight staging area at the Sponsor's expense, and BAUASI may assign the space to other exhibiting companies or utilize the space at its discretion. For specific dates and deadlines, email brandy.welch@iem.com.

10. COSTS & EXPENSES

All costs, fees, and expenses not directly covered as benefits of Sponsorship are the full responsibility of the Sponsor.

11. INDEPENDENT CONTRACTOR

Each party is an independent contractor. This Agreement does not constitute either party as an agent, representative or partner of the other and neither shall have the authority to enter into contracts or obligations on the other's behalf. Each party shall be solely responsible for all debts and obligations incurred by it in performing its obligations under the Agreement, including, without limitation, all obligations to and in respect of its employees, and each party agrees to indemnify the other to the extent a party is held to be liable for a debt or obligation of the other party under this paragraph.

12. INTELLECTUAL PROPERTY

Subject to the provisions below relating to termination of the Agreement, BAUASI's trademarks, service marks, brand names, logos and artwork displayed on the signs and other materials hereunder, and all trademark rights or copyrights in such signs and other materials, shall be and remain the sole and exclusive property of BAUASI. Sponsor shall not have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos or other proprietary symbols of BAUASI without the BAUASI's

prior written consent. BAUASI's use of Sponsor's name and logo pursuant to the Sponsorship/Exhibit does not convey BAUASI's approval, endorsement, certification, or referral of any product or service provided by Sponsor/Exhibitor.

13. CONFIDENTIALITY

"Confidential Information" means information exchanged by the parties that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by the receiving party to be, proprietary or confidential.

Confidential Information may be disclosed by a party in oral, written, visual, electronic or other form. The party receiving any such Confidential Information ("Receiving Party") will use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from the party disclosing such Confidential Information ("Disclosing Party") as the Receiving Party uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). Except as otherwise expressly permitted under this Agreement, the Receiving Party shall not: (a) disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the Disclosing Party; (b) use the Confidential Information of the Disclosing Party (i) for the Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than performance of this Agreement; (c) commercially exploit any Confidential Information of the Disclosing Party; or (d) acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party. Confidential Information shall also include the terms of this Agreement. This paragraph shall survive the termination of this Agreement.

14. COMPLIANCE WITH LAWS

Sponsor will perform all of its obligations to BAUASI in compliance at all times with all United States federal, state and local laws, rules, statutes, enactments, orders and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to, any of the foregoing that are applicable to Sponsor in performing its obligations for the Event. Sponsor is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for ownership or leasing of assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Sponsor's ability to fulfill its obligations under this Agreement.

15. INDEMNIFICATION

Sponsor agrees to indemnify and hold BAUASI, the Event facility and its owners, officers, committees, directors, employees and agents (collectively, the "Indemnitees") harmless from any and all claims, damages, costs, losses, expenses, causes of action, liabilities and obligations of whatever nature or type, which the Sponsor has, or may have, or which have been, or could have been, or in the future otherwise might have asserted against it in connection with acts of the Sponsor, its directors, shareholders, officers, agents or employees. Upon signing this Agreement, Sponsor expressly releases the Indemnitees from any and all claims for loss, damage or injury.

16. NOTICES

Notices (including any consent or communication hereunder) must be in writing and may be given by first class mail (return receipt requested) or hand delivered to the address set forth below for BAUASI, and to the address set forth on the Application, as supplied by Sponsor. Either party may change its notice address by using this procedure.

To BAUASI: Bay Area Urban Area Security Initiative
1663 Mission Street, Suite 320
San Francisco, CA 94103

17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, exclusive of its conflicts of law rules. Venue for any action arising under or to enforce this Agreement shall lie exclusively in San Francisco, California.

18. TERMINATION

18.1 In the event that the Event does not occur, BAUASI will refund the Sponsorship fee amount to Sponsor within sixty (60) days of providing notification to Sponsor of termination of the Event.

18.2 Sponsor may terminate this Sponsorship Agreement by providing written notice of such cancellation to the BAUASI no less than forty-five (45) days prior to the Event. In the event that Sponsor fails to provide BAUASI with notice of its intent to terminate the Sponsorship Agreement more than forty-five (45) days prior to the Event, BAUASI will refund fifty percent (50%) of the Sponsorship fee. In the event that Sponsor fails to provide BAUASI with notice of its intent to terminate the Sponsorship Agreement more than fourteen (14) days prior to the Event, BAUASI will not refund the Sponsorship fee. The parties agree any

portion of the Sponsorship fee withheld by BAUASI pursuant to this section shall constitute liquidated damages. In the event of any termination, BAUASI reserves the right to remove all references to Sponsor from any and all Event materials.

18.3 BAUASI may terminate this Sponsorship Agreement at any time in the event of material breach of this Sponsorship Agreement (including without limitation non-payment of fees) by Sponsor. BAUASI may terminate this Sponsorship Agreement without cause upon written notice provided to Sponsor no less than ten (10) days prior to the Event. In the event that BAUASI terminates the Sponsorship Agreement following a material breach, Sponsor shall receive no refund of the Sponsorship fee. However, when terminated by BAUASI without cause, BAUASI shall refund one hundred percent (100%) of the total Sponsorship fee that Sponsor has paid as of the date of notice within sixty (60) days of providing such notice.

19. MISCELLANEOUS

19.1 Amendments to the Agreement. No term of this Agreement may be amended, modified or waived without the express written permission of each party hereto.

19.2 Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BAUASI MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EVENT, SPONSORSHIP OF THE EVENT AND SPONSORSHIP BENEFITS AND ANY OTHER SERVICE PROVIDED BY BAUASI HEREUNDER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

19.3 Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, INCLUDING LOST PROFITS REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO THE SPONSOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY.

19.4 Force Majeure. BAUASI shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from an Act of God, terrorism, civil disturbance, court order, natural disasters, declaration of emergency, wars, riots, actions by Federal, state or local governments, or any other circumstances or causes beyond the reasonable control of BAUASI or its suppliers.

19.5 No Waiver. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.

19.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable. Invalidity and unenforceability of one provision will not affect any other provision of this Agreement.

19.7 Assignability. Neither party to this Agreement may assign, transfer, sell, pledge, or hypothecate its right, title of interest in this contract or any part thereof, or any rights or privileges created thereby without prior written consent of the other party. Any assignment or attempted assignment contrary to this paragraph shall be null and void. This Agreement shall be binding upon all successors, legal representatives and permitted assigns of the parties.

19.8 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding such subject matter. This Agreement may not be modified except in writing signed by both parties hereto.

